

CHAPTER 348

COURTS

HOUSE BILL 21-1121

BY REPRESENTATIVE(S) Jackson and Jodeh, Caraveo, Weissman, Sirota, Bacon, Benavidez, Bernett, Bird, Cutter, Duran, Esgar, Exum, Gonzales-Gutierrez, Gray, Herod, Hooton, Kennedy, Lontine, Michaelson Jenet, Valdez A., Woodrow, Garnett; also SENATOR(S) Gonzales, Story, Buckner, Danielson, Fenberg, Jaquez Lewis, Moreno, Pettersen, Winter.

AN ACT**CONCERNING PROTECTIONS FOR RESIDENTIAL TENANTS RELATED TO ACTIONS BY LANDLORDS.**

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 13-40-111, **amend** (1) as follows:

13-40-111. Issuance and return of summons. (1) Upon filing the complaint as ~~provided~~ **REQUIRED** in section 13-40-110, the clerk of the court or the attorney for the plaintiff shall issue a summons. The summons ~~shall~~ **MUST** command the defendant to appear before the court at a place named in ~~such~~ **THE** summons and at a time and on a day ~~which shall be~~ **not less than seven days** ~~nor~~ **BUT NOT** more than fourteen days from the day of issuing the same to answer the complaint of plaintiff. The summons ~~shall~~ **MUST** also contain a statement addressed to the defendant stating: "If you fail to file with the court, at or before the time for appearance specified in the summons, an answer to the complaint setting forth the grounds upon which you base your claim for possession and denying or admitting all of the material allegations of the complaint, judgment by default may be taken against you for the possession of the property described in the complaint, for the rent, if any, due or to become due, for present and future damages and costs, and for any other relief to which the plaintiff is entitled. If you are claiming that the landlord's failure to repair the residential premises is a defense to the landlord's allegation of nonpayment of rent, the court will require you to pay into the registry of the court, at the time of filing your answer, the rent due less any expenses you have incurred based upon the landlord's failure to repair the residential premises." "IF YOU DO NOT RESPOND TO THE LANDLORD'S COMPLAINT BY FILING A WRITTEN ANSWER WITH THE COURT ON OR BEFORE THE DATE AND TIME IN THIS SUMMONS OR APPEARING IN COURT AT THE DATE AND TIME IN THIS SUMMONS, THE JUDGE MAY ENTER A DEFAULT JUDGMENT AGAINST YOU IN FAVOR OF YOUR LANDLORD FOR POSSESSION. A DEFAULT

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

JUDGMENT FOR POSSESSION MEANS THAT YOU WILL HAVE TO MOVE OUT, AND IT MAY MEAN THAT YOU WILL HAVE TO PAY MONEY TO THE LANDLORD. IN YOUR ANSWER TO THE COURT, YOU CAN STATE WHY YOU BELIEVE YOU HAVE A RIGHT TO REMAIN IN THE PROPERTY, WHETHER YOU ADMIT OR DENY THE LANDLORD'S FACTUAL ALLEGATIONS AGAINST YOU, AND WHETHER YOU BELIEVE YOU WERE GIVEN PROPER NOTICE OF THE LANDLORD'S REASONS FOR TERMINATING YOUR TENANCY BEFORE YOU GOT THIS SUMMONS. WHEN YOU FILE YOUR ANSWER, YOU MUST PAY A FILING FEE TO THE CLERK OF THE COURT. IF YOU ARE CLAIMING THAT THE LANDLORD'S FAILURE TO REPAIR A RESIDENTIAL PREMISES IS A DEFENSE TO THE LANDLORD'S ALLEGATION OF NONPAYMENT OF RENT, THE COURT WILL REQUIRE YOU TO PAY INTO THE REGISTRY OF THE COURT, AT THE TIME OF FILING YOUR ANSWER, THE RENT DUE LESS ANY EXPENSES YOU HAVE INCURRED BASED UPON THE LANDLORD'S FAILURE TO REPAIR THE RESIDENTIAL PREMISES."

SECTION 2. In Colorado Revised Statutes, 13-40-122, **amend** (1) as follows:

13-40-122. Writ of restitution after judgment. (1) ~~No~~ A COURT SHALL NOT ISSUE A writ of restitution ~~shall issue upon any judgment entered in any action under the provisions of this article out of any court~~ PURSUANT TO THIS ARTICLE 40 until ~~after the expiration of forty-eight hours from~~ AFTER the time of the entry of such THE judgment. ~~and such writs~~ A WRIT OF RESTITUTION shall be executed by the officer having the same only in the daytime and between sunrise and sunset AND THE OFFICER SHALL NOT EXECUTE A WRIT OF RESTITUTION CONCERNING A RESIDENTIAL TENANCY UNTIL AT LEAST TEN DAYS AFTER ENTRY OF THE JUDGMENT. Any writ of restitution governed by this section may be executed by the county sheriff's office in which the property is located by a sheriff, undersheriff, or deputy sheriff, as described in section 16-2.5-103 (1) or (2), ~~C.R.S.~~, while off duty or on duty at rates charged by the employing sheriff's office in accordance with section 30-1-104 (1)(gg). ~~C.R.S.~~

SECTION 3. In Colorado Revised Statutes, 38-12-204, **add** (3) as follows:

38-12-204. Nonpayment of rent - notice required for rent increase. (3) A LANDLORD SHALL NOT INCREASE RENT MORE THAN ONE TIME IN ANY TWELVE-MONTH PERIOD OF CONSECUTIVE OCCUPANCY BY THE TENANT, REGARDLESS OF:

- (a) WHETHER THERE IS A WRITTEN RENTAL AGREEMENT FOR THE TENANCY;
- (b) THE LENGTH OF THE TENANCY; AND
- (c) WHETHER THE TENANT'S RENTAL AGREEMENT IS FOR A FIXED TENANCY, A MONTH-TO-MONTH TENANCY, OR AN INDEFINITE TERM.

SECTION 4. In Colorado Revised Statutes, **amend** 38-12-701 as follows:

38-12-701. Notice of rent increase. (1) Notwithstanding any other provision of law, in a NONRESIDENTIAL tenancy of one month or longer but less than six months ~~where~~ IN WHICH there is no written agreement between the landlord and tenant, a landlord may increase the rent only upon at least twenty-one days' notice to the tenant.

(2) (a) NOTWITHSTANDING ANY OTHER LAW, IN A RESIDENTIAL TENANCY IN WHICH THERE IS NO WRITTEN AGREEMENT BETWEEN THE LANDLORD AND TENANT, A LANDLORD MAY INCREASE THE RENT ONLY UPON AT LEAST SIXTY DAYS' WRITTEN NOTICE TO THE TENANT.

(b) A LANDLORD MAY NOT TERMINATE A RESIDENTIAL TENANCY IN WHICH THERE IS NO WRITTEN AGREEMENT BY SERVING A TENANT WITH A NOTICE TO QUIT PURSUANT TO SECTION 13-40-107 WITH THE PRIMARY PURPOSE OF INCREASING A TENANT'S RENT IN A MANNER INCONSISTENT WITH THIS SECTION.

SECTION 5. In Colorado Revised Statutes, **add** 38-12-702 as follows:

38-12-702. Limit on frequency of residential rent increases. (1) IN RESIDENTIAL TENANCIES, A LANDLORD SHALL NOT INCREASE RENT MORE THAN ONE TIME IN ANY TWELVE-MONTH PERIOD OF CONSECUTIVE OCCUPANCY BY THE TENANT, REGARDLESS OF:

(a) WHETHER THERE IS A WRITTEN RENTAL AGREEMENT FOR THE TENANCY;

(b) THE LENGTH OF THE TENANCY; AND

(c) WHETHER THE TENANT'S RENTAL AGREEMENT IS FOR A FIXED TENANCY, A MONTH-TO-MONTH TENANCY, OR AN INDEFINITE TERM.

SECTION 6. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

Approved: June 25, 2021